

## AGREEMENT FOR PROJECT INSPECTOR SERVICES

This Agreement for Project Inspector Services ("Agreement") is entered into **March 8, 2018** by and between SANTA CLARA UNIFIED SCHOOL DISTRICT ("District") and **All Aspect Inspections** ("Inspection Firm"). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

### RECITALS

WHEREAS, the District anticipates design and construction of a work of improvement commonly referred to as **New Two-story Classroom Building** ("the Project") which is situated on the District's **Central Park Elementary School Campus**, with plans approved by DSA under application No. **01-116889**,

WHEREAS, the District has retained **IBI Group Architecture, Inc.** ("the Architect") to provide certain services in connection with the Project,

WHEREAS, the District has retained **Strawn Construction and Construction Management, Inc.** ("the Construction Manager") to provide construction management services during construction of the Project,

WHEREAS, in connection with construction of the Project, the District is required by applicable law to retain the services of project inspector(s) duly certified as such by the Division of State Architect ("DSA") to provide Project Inspector Services,

WHEREAS, Inspection Firm, and all personnel assigned by the Inspection Firm to complete Project Inspector Services ("Project Inspectors"), are duly qualified and capable of providing and performing the Project Inspector Services set forth herein; qualifications of the Project Inspectors assigned by the Inspection Firm to the Project include without limitation DSA certification and approval by the Architect and DSA to provide the Project Inspector Services,

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Inspection Firm agree as follows:

### AGREEMENT

#### ARTICLE 1 PROJECT INSPECTOR SERVICES

**1.1 General.** The Project Inspector Services set forth in this Agreement shall be completed by the Inspection Firm. Specific personnel of the Inspection Firm who will be assigned Project Inspector Services along with a description of the Project Inspector Services to be performed or provided such personnel are set forth in Attachment A to this Agreement (Assigned Project Inspectors) which is incorporated herein by this reference. Personnel identified by the Inspection Firm for portions of the Project Inspector Services shall be subject to the approval of the District and the Architect as well as other approvals required by applicable law, rule or regulation. The Inspection Firm personnel identified in Attachment A shall not be changed during construction of the Project unless: (i) an Assigned Project Inspector voluntarily ceases employment with the Inspection Firm; (ii) employment of Assigned Project Inspector is terminated by the Inspection Firm for cause; or (iii) replacement of an Assigned Project Inspector is requested by the District or the Architect. The Inspection Firm and Project Inspectors shall not modify or permit the modification of any portion of the Design Documents or the Construction Contract Documents for the Project. Except as set forth in this Agreement, the Inspection Firm shall provide all materials, tools and other items necessary to complete the Project Inspector Services and authorized Additional Project Inspector Services.

**1.2 Project Inspectors.** The Inspection Firm shall provide qualified Project Inspector(s) who are: (i) approved by the Architect and DSA to provide Project Inspector Services; and (ii) capable of providing competent and adequate inspection services as defined by Building Standards Administrative Code (Part 1 Title 24, C.C.R) Article 5, 4-333 and Article 6, 4-343 (including amendments thereto) for the Project. Project Inspector(s) assigned by the Inspection Firm to the Project shall be Class 1, Class 2, Class 3 or Class 4 DSA Certified Project Inspectors as required by DSA regulations and the nature of the Project. In addition to duties, responsibilities and obligations of the Inspection Firm and Project Inspectors under this Agreement and arising pursuant to applicable law, the Inspection Firm and Project Inspectors assigned by the Inspection Firm to the Project shall comply with all requirements of DSA Procedure Regulation PR 13-01 ("PR 13-01") in effect as of the date of this Agreement and as may be amended from time-to-time during the Term of this Agreement. PR 13-01 in effect at the commencement of the Term of this Agreement is attached hereto as Attachment B and incorporated herein by this reference.

1.2.1 Project Inspector Reports. A material obligation of the Inspection Firm under this Agreement is the timely completion and submission of all reports required of Project Inspectors under PR13-01. The foregoing includes without limitation, completion and submission of: (i) Project Inspector notifications (Form DSA 151); (ii) semi-monthly reports (Form DSA 155) and (iii) verified report (Form DSA 6-PI).

1.2.2 Form DSA 152 Inspection Card. The District or the Architect request DSA to issuance of Form DSA 152 Inspection Card for the Project and deliver the same to the Inspection Firm. The Inspection Firm and Project Inspectors assigned to the Project shall be responsible for complying with and completing all responsibilities of Project Inspectors under PR 13-01 relating to the Form DSA 152 Inspection Card.

1.2.3 Deviations from DSA Approved Construction Documents. In addition to duties and responsibilities of the Inspection Firm and Project Inspectors under PR 13-01 relating to deviations from DSA approved Construction Documents, the Inspection Firm and Project Inspector(s) shall monitor the Contractor's completion of remedial or corrective work to all Project Inspector noted deviations from DSA approved Construction Documents. When such corrective or remedial work is completed and the deviating condition conforms to the DSA approved Construction Documents, the Inspection Firm shall notify the District, Contractor, Architect and Construction Manager in writing of the same.

1.2.4 Special Inspection/Special Test Requirements. The Inspection Firm shall advise the Contractor and Architect and the Construction Manager if the Inspection Firm believes that any portion of the Project requires additional or different special inspections and/or special tests than those designated in the Design Documents for the Project.

1.2.5 Architect/District Observations. The Project Inspectors shall accompany the Architect or its consultants and the District when observing Work in place or in progress.

1.2.6 Project Meetings. If requested by the District or the Construction Manager, the Inspection Firm shall attend Project meetings if requested by the District, Architect or Construction Manager.

1.2.7 Contractor Payment Application Verification. The Project Inspectors shall participate with the District, Architect and Construction Manager to: (i) review of the Contractor's Applications for Progress Payment and Application for Final Payment; and (ii) field observations of completed construction for verification of the extent of the Project completed.

**1.3 Prohibited Inspection Firm Actions/Activities.** The Inspection Firm and all of the Inspection Firm's Project Inspector(s) shall not: (i) authorize deviations from the DSA approved Construction Contract Documents or DSA approved modifications thereto; (ii) direct performance of any portion of the

Work, including without limitation directing the Contractor(s)' construction means, methods techniques, sequences or procedures; and/or (iii) interfere with the Work of the Contractor(s) or the services of other Project participants, including without limitation, the Architect, the Construction Manager (if one is retained by the District for the Project), the District or others.

**1.4 Additional Project Inspector Services.** Services not included in the Project Inspector Services are Additional Project Inspector Services. Without invalidating this Agreement, the District may make changes to the Project Inspector Services by adding, deleting or modifying the Project Inspector Services described in herein by written notice to the Inspection Firm. If Additional Project Inspector Services are authorized by the District which are not the result of the Inspection Firm's fault or neglect, the Inspection Firm will be compensated for authorized Additional Project Inspector Services in accordance with this Agreement.

**1.5 Inspection Firm Standard of Care.** The Project Inspector Services and authorized Additional Project Inspector Services; if any, shall be performed and provided by Inspection Firm: (i) using the Inspection Firm's best skill and attention; (ii) with due care and in accordance with applicable standards of professional care; and (iii) in accordance with applicable laws, rules and regulations. The Inspection Firm acknowledges that the Project Inspector Services are to be provided and performed in conjunction with other services provided by other parties relating to the Project, including without limitation, the Architect and the Contractor. Accordingly, Inspection Firm acknowledges and agrees that the Project Inspector Services will be provided as required by the progress of Project design or construction and that the Project Inspector Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of Project design and construction. The Inspection Firm is liable to the District for the consequences of its failure to provide, perform and/or complete the Project Inspector Services or authorized Additional Project Inspector Services in a manner not complementary with the Project activities of the Architect and Contractor or in an untimely manner.

**1.6 Inspection Firm as Independent Contractor; Limited Inspection Firm Agency.** In providing services under this Agreement, the Inspection Firm is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Inspection Firm is authorized to act as an agent or representative of the District. The Inspection Firm shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Inspection Firm to act on behalf of the District.

## **ARTICLE 2 DISTRICT RESPONSIBILITIES**

**2.1 Services and Facilities for Project Inspector(s).** The District will provide or cause to be provided for use by the Inspection Firm's personnel while providing or performing Project Inspector Services at the Site: (i) lockable temporary office space consisting of sufficient space to accommodate Project Inspectors assigned to the Project; (ii) furniture and furnishings consisting of desks and chairs for Project Inspectors assigned to the Project, one (1) conference table and seating sufficient to accommodate seating for at least four (4) people; (iii); internet service; and (iv) plain paper copier. All other services, goods, equipment, tools or other items necessary to complete the Project Inspector Services under this Agreement shall be provided by the Inspection Firm without adjustment of the Contract Price hereunder.

**2.2 Project Information.** The District will provide the Inspection Firm with one (1) copy of the Construction Contract Documents for the Project.

### **ARTICLE 3      CONTRACT PRICE.**

- 3.1 Contract Price for Project Inspector Services.** The Contract Price for the Project Inspector Services under this Agreement is a not to exceed amount of **\$229,500.00**. The basis of the District's payment of the Contract Price for the Project Inspector Services shall be in accordance with this Agreement. Except for authorized Reimbursable Expenses, if any, the Contract Price set forth for the Project Inspector Services represents the full amount due from the District to the Inspection Firm for the Project Inspector Services, including the Inspection Firm's fee, personnel expenses (including all benefits and burdens), travel for the Inspection Firm, its employees and others providing any part of the Project Inspector Services to and from their respective offices/homes and the Site and the District's Administrative Offices, travel within the **Counties of Santa Clara, Contra Costa, San Francisco and Alameda**, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with this Agreement.
- 3.2 Additional Project Inspector Services.** If the District authorizes Additional Project Inspector Services, the District's payment of such Additional Project Inspector Services shall be based upon a mutually agreed upon lump sum fixed price. If mutual agreement is not reached, authorized Additional Project Inspector Services will be compensated based upon the time reasonably necessary to complete the authorized Additional Project Inspector Services multiplied by the applicable personnel hourly rate set forth in Exhibit A to this Agreement. Additional Project Inspector Services include work on weekends or standard holidays, work beyond eight hours per day and services of temporary or fill-in inspectors.
- 3.3 Reimbursable Expenses.** There are no Reimbursable Expenses except for those authorized in advance by the District. If the District authorizes any Reimbursable Expenses, the Inspection Firm will be paid the direct actual costs (including credits for trade discounts) of the authorized Reimbursable Expense item without mark-up.
- 3.4 Inspection Firm Billings for Payment of Contract Price.** During the course of providing Project Inspector Services, Inspection Firm shall submit monthly billing invoices to the District for payment of the Contract Price for Project Inspector Services, authorized Additional Project Inspector Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. Inspection Firm's billings shall be in such form and format as may be reasonably requested by District and shall be based upon the actual time of the Inspection Firm's Project Inspector(s) incurred to complete Project Inspector Services, multiplied by the applicable hourly rate for each Project Inspector, as set forth in Attachment A (Project Inspectors - Rate Schedule) attached hereto and incorporated herein by this reference. Minimum daily billing shall be **4** hours per day. Services greater than **8** hours per day shall be billed at **1.5** times the applicable hourly rate.
- 3.5 District Payment of Contract Price.** Within thirty (30) days of receipt of Inspection Firm's billing invoices, District will make payment to Inspection Firm of undisputed amounts of the Contract Price due for Project Inspector Services, authorized Additional Project Inspector Services and authorized Reimbursable Expenses. No deductions shall be made or withheld from payments due Inspection Firm hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor or Architect engaged by the District for Project construction or design. The District may, however, withhold or deduct from amounts otherwise due Inspection Firm hereunder if Inspection Firm fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Inspection Firm has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

- 3.6 Inspection Firm's Payments.** The Inspection Firm shall promptly pay its employees and others performing or providing Project Inspector Services or authorized Additional Project Inspector Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Inspection Firm's payments to personnel providing or performing Project Inspector Services or authorized Additional Project Inspector Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Project Inspector Services or authorized Additional Services, the obligation for compliance rests solely with the Inspection Firm without adjustment of the Contract Price hereunder.

#### **ARTICLE 4 INSURANCE; INDEMNITY**

- 4.1 Inspection Firm Insurance.** At all times during performance of Project Inspector Services and authorized Additional Project Inspector Services, the Inspection Firm shall maintain policies of insurance in the minimum coverage amounts set forth herein.
- 4.2 Workers' Compensation and Employers Liability Insurance.** The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Inspection Firm. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy. The minimum coverage amount of the Workers Compensation Insurance policy shall be in accordance with applicable law. The minimum coverage amount of the Employers Liability Insurance policy shall be One Million Dollars (\$1,000,000). The foregoing notwithstanding, if Inspection Firm is a sole proprietorship form of business entity and there are no employees of the Inspection Firm, the foregoing requirements are inapplicable and waived for such an Inspection Firm.
- 4.3 Commercial General Liability Insurance.** The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and for which Inspection Firm may be legally responsible: (a) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (b) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (c) claims for damages insured by usual personal injury liability coverage; (d) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (e) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (f) contractual liability insurance applicable to obligations under this Agreement. The District shall be an additional named insured to Inspection Firm's commercial general liability insurance policy. The minimum coverage amount of the Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- 4.4 Policy Endorsements; Evidence of Insurance.** The Inspection Firm shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement

or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

**4.5 District General Liability Insurance.** The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.

**4.6 Indemnity.**

4.6.1 Inspection Firm Indemnity of District. To the fullest extent permitted by law, the Inspection Firm shall indemnify, defend and hold harmless the Indemnified Parties who are the District and District's employees, officers, Board of Education (including each individual member of the District's Board of Education), agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Inspection Firm's employees; (ii) injury or death of other persons or damage to property; or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Inspection Firm, its the employees, agents and representatives in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys fees and costs incurred by the Indemnified Parties and shall survive the completion of obligations under this Agreement or termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

4.6.2 District Indemnity of Inspection Firm. The District shall indemnify and hold harmless Inspection Firm from all claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

**ARTICLE 5 TERM; TERMINATION; SUSPENSION**

**5.1 Term.** The Term of this Agreement shall commence as of the date set forth above and unless earlier terminated pursuant to the provisions hereof, the Term shall expire upon completion of Project construction and the Inspection Firm's completion of all obligations of the Inspection Firm and Project Inspectors under this Agreement and PR 13-01, or **December 31, 2015** whichever is earlier.

**5.2 Termination for Default.** Either the District or Inspection Firm may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Inspection Firm if: (i) Inspection Firm becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Inspection Firm or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Inspection Firm or any of Inspection Firm's property on account of Inspection Firm's insolvency; or (ii) if Inspection Firm disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Inspection Firm, if any, shall be based upon

Project Inspector Services, authorized Additional Services and authorized Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the Inspection Firm, if any, shall be made by District only after completion of Project construction. Inspection Firm shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Inspection Firm's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Inspection Firm hereunder for Project Inspector Services, authorized Reimbursable Expenses or authorized Additional Services.

- 5.3 District Right to Suspend.** The District may, in its discretion, suspend all or any part of the design or construction of the Project or the Inspection Firm's services hereunder; provided, however, that if the District shall suspend design or construction of the Project or Inspection Firm's services hereunder for a period of sixty (60) consecutive days or more and such suspension is not caused by the Inspection Firm's default or the acts or omissions of the Inspection Firm, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Inspection Firm, if any, as a direct result of the suspension and resumption of Project design or construction or Inspection Firm's services hereunder.
- 5.4 District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Inspection Firm terminate this Agreement, in whole or in part, for the District's convenience and without fault, neglect or default on the part of Inspection Firm. In such event, the Agreement, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the Inspection Firm or such other time as the District and Inspection Firm may mutually agree upon. In such event, the District shall make payment of the Contract Price to Inspection Firm for Project Inspector Services, authorized Additional Services and authorized Reimbursable Expenses provided or incurred through the date of termination plus actual costs incurred by Inspection Firm directly attributable to such termination. Except as set forth above, the Inspection Firm shall not be entitled to other compensation if the District exercises the right to terminate hereunder.
- 5.5 Inspection Firm Suspension of Project Inspector Services.** If the District shall fail to make payment of the Contract Price undisputedly due the Inspection Firm when due, the Inspection Firm may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full of the undisputed portion of the Contract Price is received. In such event, Inspection Firm shall have no liability for any delays or additional costs of Project design or construction due to, or arising out of, such suspension.
- 5.6 Inspection Firm Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Inspection Firm shall take action as directed by the District relating to the Project Inspector services and related work product. If requested by the District, the Inspection Firm shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Inspection Firm under this Agreement. The Inspection Firm shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Inspection Firm may, at its sole cost and expense, make reproductions

of the originals delivered to the District. The foregoing notwithstanding, if this Agreement is terminated prior to completion of Project construction, the Inspection Firm shall personally deliver the then current and updated Form DSA 152 Inspection card to the successor inspection firm or project inspectors assuming Project Inspection Services for the Project.

## **ARTICLE 6 MISCELLEANOUS**

**6.1 Governing Law; Interpretation.** This Agreement shall be governed and interpreted in pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or Inspection Firm. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

**6.2 Time.** Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.

**6.3 Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Inspection Firm and the District. Neither Inspection Firm nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

**6.4 Project Records.** Records, documents and other materials generated or received by Inspection Firm in the course of performing services hereunder shall be delivered to the District. Inspection Firm may, at its sole cost, make copies of such records for its own files.

**6.5 Notices.** Notices under this Agreement shall be addressed and delivered as set forth as follows.

If to District:

Mark Allgire, CPA  
Chief Business Official  
Santa Clara Unified School District  
1889 Lawrence Road  
Santa Clara, CA 95051

If to Inspection Firm:

Angelo Figueroa  
All Aspect Inspections  
793 South Tracey Boulevard #299  
Tracy, CA 95376

**6.6 Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Inspection Firm.

**6.7 Definitions.**

**6.7.1 Architect.** The Architect is the person or entity identified as such in this Agreement. The Architect is retained by the District to prepare Design Documents for the Project and to



provide other services in connection with design, bidding and construction of the Project. The term "Architect" includes Design Consultants retained by the Architect.

- 6.7.2 Contractor. The Contractor is the person or entity under contract to the District to construct the Project or portions thereof. The term "Contractor" includes Subcontractors under contract to the Contractor and if the District awards more than one Construction Contract for construction of the Project, the term "Contractor" shall refer to all such Contractors.
- 6.7.3 Site. The physical area designated in the Design Documents for Project construction and related activities.
- 6.7.4 Design Documents. Drawings, specifications and other Instruments of Service prepared by or on behalf of the Architect for bidding and construction of the Project.
- 6.7.5 Construction Contract Documents. The documents issued by or on behalf of the District for bidding the Construction Contract and construction of the Project. The Construction Contract Documents include the Design Documents and include all modifications issued by or on behalf of the District.
- 6.7.6 Construction Manager. The Construction Manager, if one is designated by the District for the Project, is an independent contractor retained by the District to assist the District in connection with design, bidding and/or construction of the Project. The Construction Manager is authorized to act on behalf of the District in connection with the Project as set forth herein and in the Construction Contract Documents.
- 6.7.7 Project Inspectors. Project Inspectors are individuals certified by DSA as a Class 1, 2, 3 or 4 project inspector and who are employed by the Inspector Firm to provide any portion of the Project Inspection Services under this Agreement.

## **6.8 Disputes.**

- 6.8.1 Inspection Firm Continuation of Services. Except in the event of the District's failure to make an undisputed payment of the Contract Price due the Inspection Firm, notwithstanding any disputes between District and the Inspection Firm hereunder, the Inspection Firm shall continue to provide and perform Project Inspector Services and authorized Additional Services pending a subsequent resolution of such disputes.
- 6.8.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the Inspection Firm and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Inspection Firm commencing arbitration proceedings pursuant to the following Paragraph.
- 6.8.3 Arbitration. All claims, disputes or other matters in controversy between Inspection Firm and District arising out of or pertaining to the Project or this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the AAA Construction Industry Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Inspection Firm and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the AAA Construction Industry Arbitration Rules shall be invalid and unenforceable. The District and the Inspection Firm hereby expressly agree that the Court shall, subject to

California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. If any claim or dispute is asserted by the Inspection Firm, the Construction Manager if any, the Contractor, Architect or the District relating to the Project and arising in whole or in part out of this Agreement or the services provided by or through the Inspection Firm hereunder, Inspection Firm and District agree that any arbitration proceedings initiated between Inspection Firm and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute. Any arbitration hereunder shall be conducted in the AAA Regional Office closest to the Site.

- 6.8.4 Entire Agreement. The foregoing constitute the entire agreement and understanding between the District and Inspection Firm concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Inspection Firm. This Agreement, the accompanying Conditions and the documents enumerated below, if any, are all of the documents forming a part of the Agreement.

Attachment A – “Project Inspectors – Rate Schedule”

Attachment B – “PR 13-01”, incorporated by reference

IN WITNESS WHEREOF, the District and Inspection Firm have executed this Agreement as of the date set forth above.

**“DISTRICT”**

**SANTA CLARA UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Mark Allgire, CPA  
Chief Business Official

**“INSPECTION FIRM”**

**All Aspect Inspections**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREEMENT FOR PROJECT INSPECTOR SERVICES  
BETWEEN SANTA CLARA UNIFIED SCHOOL DISTRICT AND  
All Aspect Inspections**

**ATTACHMENT A  
ASSIGNED PROJECT INSPECTORS – RATE SCHEDULE**

Project Inspector Name	DSA Certifications: Classification 1,2,3,4 Certification No.		Project Inspector Duties	Hourly Rate
Ray Hack	1	1906	Project Inspector	\$95.00
Assistant	NA	NA	Assistant	\$45.00

**REIMBURSABLE EXPENSES**

None

408/461-0470



PROJECT: class 1

## Estimate

Date	Estimate #
1/17/2018	CEN 2-STORY

School District

Santa Clara USD  
1889 Lawrence Road  
Santa Clara, CA 95051

Rep	DSA File #	DSA Application #
RH	43-51	01-116889

[illegible]

NOTE: Estimate based on schedule dated 1/11/2018. Estimate is subject to change with schedule.

Total	\$229,500.00
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**ACCEPTANCE OF PROPOSAL:**

The above prices, specifications, and conditions are satisfactory and hereby accepted.  
My signature below authorizes All Aspect Inspections to do the work as specified.

Signature

Santa Clara USD

Signature

## All Aspect Inspections